

## AGREEMENT FOR SERVICES

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of June, 2019, by and between, the City of Newnan (hereinafter referred to as "Grantville") and Ron Owens ("Independent Contractor")

### **WITNESSETH THAT:**

**WHEREAS**, Grantville desires that the following services ("Services") shall be performed by the Independent Contractor:

Perform duties as necessary to assist with the transition to a new Director for the Grantville Public Works and Utilities departments.

**NOW, THEREFORE**, for the consideration and under the conditions hereinafter set forth, GRANTVILLE and Ron Owens, do hereby agree as follows:

### **ARTICLE 1. Compensation**

- a. In full consideration for the performance of the Services hereunder, and for any rights granted or relinquished by the Independent Contractor under this Agreement, Grantville shall pay the Independent Contractor as follows: \$25.00 per hour.
- b. Payments shall be preceded by an invoice from the Independent Contractor (to be submitted monthly), which Grantville shall then pay in the ordinary course.
- c. Grantville will reimburse the Independent Contractor for reasonable and necessary expenses incurred in the performance of the Services; provided, however, that all such expenses shall be subject to Grantville's prior approval.
- d. Independent Contractor acknowledges and agrees that, except as provided in this Article 1, he shall not be entitled to, and Grantville shall not be obligated to pay, any monies or other compensation for the Services provided and rights granted under this Agreement.

### **ARTICLE 2. Independent Contractor**

- a. Ron Owens agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Independent Contractor is not authorized to enter into or commit Grantville to any agreements, and the Independent Contractor shall not represent himself as the agent or legal representative of Grantville.
- b. Further, the Independent Contractor shall not be entitled to participate in any of the Grantville's benefits, including without limitation any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

- c. Grantville shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor or any other person consulted or employed by the Independent Contractor in performing Services under this Agreement. All such costs shall be Independent Contractor's responsibility.

**ARTICLE 3. Agreements**

- a. Qualifications. Ron Owens is qualified to perform the services to be furnished under this Agreement and is permitted by law to perform such services.
- b. Records. Ron Owens shall maintain and provide Grantville records of all details with respect to the Services to be performed under this Agreement, including one complete copy of each document prepared and related notes (the "Materials").

**ARTICLE 4. Changes**. Grantville by written notice to Ron Owens may modify the scope or quantity of services to be furnished under this Agreement.

**ARTICLE 5. Term and Termination**

- a. The term of this Agreement shall commence on the date hereof and shall continue until it is terminated as provided herein.
- b. This Agreement may be terminated:
  - i) by either party upon fifteen (15) days prior written notice if the other party breaches or is in default of any obligation hereunder and such default has not been cured within such fifteen (15) day period
  - ii) by either at any time during the Term for any reason (or no reason) upon ten (10) days written notice.
- c. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any causes beyond the control of such party.
- d. Upon termination by either party, Independent Consultant shall provide to Grantville any and all copies, in whole or in part, of the Materials (as they then exist) and any and all tangible materials Grantville provided to the Independent Consultant in connection with this Agreement.

**ARTICLE 6. Damages and Remedies**

- a. In the event of termination of this Agreement by Grantville pursuant to Article 5.b (i), Grantville shall have all remedies available to it at law and in equity. Any and all Materials prepared for and/or delivered to Grantville prior to termination shall remain the property of Grantville.



- b. In the event of termination pursuant to Article 5.b (ii), and provided that Independent Contractor is not in material breach of her obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid pursuant to Section 1 and Grantville's sole obligation shall be to pay Independent Contractor the amount due for Services already acceptably performed and Materials already accepted, pro rata. In no event shall Grantville be liable for any lost profits or consequential, incidental or special damages.
- c. The Independent Contractor waives any and all right to injunctive relief in the event of any dispute with Grantville, and the Independent Contractor's sole remedy in such a dispute shall be at law.

**ARTICLE 7. General Terms.**

- a. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia applicable to contracts made and fully performed therein, and the state courts located in Coweta County shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.
- b. Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth herein or to such other address as that party may hereafter designate by notice. All notices to Ron Owens shall be considered to be properly given if mailed or delivered to 894 Hines Road, Moreland, GA 30259. All notices or other papers given to Grantville shall be considered to be sufficiently given if mailed, postage prepaid to Grantville at their mailing address of record. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.
- c. The Independent Contractor may not, without the written consent of Grantville, assign, subcontract, or delegate its obligations under this Agreement, except that the Independent Contractor may transfer the right only to receive any amounts which may be payable to it for performance under this Agreement, and then only after receipt by Grantville of written notice of such assignment or transfer. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.
- d. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.
- e. Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of termination, shall survive such expiration or termination.

f. This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on or as of the date first written above.

**CITY OF GRANTVILLE**

By: \_\_\_\_\_  
Doug Jewell  
Mayor

[SEAL]

**RON OWENS**

\_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public